

# **EXHIBIT A**

# Articles of Agreement

between

TESORO REFINING COMPANY  
MARTINEZ REFINERY

and

UNITED STEELWORKERS  
INTERNATIONAL UNION  
Local No. 5

and

UNITED STEELWORKERS  
INTERNATIONAL UNION

February 1, 2015

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## ARTICLES OF AGREEMENT

BETWEEN

Tesoro Refining Company, and its  
Martinez Refinery referred to as "Company"

and

UNITED STEELWORKERS  
INTERNATIONAL UNION

and

UNITED STEELWORKERS  
INTERNATIONAL UNION

Local 5

acting on behalf of the employees of the Company described in  
the PREAMBLE hereof (hereinafter referred to as "Union")

### PREAMBLE

P.01 Groups Certified. United Steelworkers International Union, USW (heretofore known as The Oil Workers International Union, CIO) was designated as the exclusive bargaining representative of employees in the groups hereinafter described, in pursuance of the following: (1) Report on Consent Election and Certifications signed or issued by the National Labor Relations Board respectively on March 22, 1943; October 25 1943; November 3, 1943, and July 3, 1946, as amended by that certain document issued by the National Labor Relations Board entitled, "Order Amending Consent Determination of Representatives" dated July 2, 1954, and (2) Certification of Representatives, dated April 19, 1955; said groups being the following:

P.011 All production and maintenance employees of Tesoro at its Martinez Refinery, including gang leaders and/or subforeman, who do not exercise supervisory authority; laboratory employees, plant clerical employees, and Accounting Department employees, but excluding executives, supervisors and foremen, Clerical supervisors, Sales Department employees, chemists, chemical engineers, confidential clerical employees and guards.

P.012 All automotive mechanics employed at the Martinez Refinery, excluding supervisory employees.

P.013 All telephone and teletype operators at the Tesoro Avon Refinery, excluding the chief telephone operator.

P.014 All automotive mechanics employed by Tesoro at its Avon Refinery, excluding supervisory employees.

P.015 All truck sales workers and plant workers employed at the Company's Martinez Terminal (formerly Golden Eagle Distributing Plant), and in addition, by mutual agreement between the parties hereto, dispatchers and terminal leadman, but excluding all other personnel at such location.

P.02 This instrument, the exhibits attached hereto and made a part hereof, constitute the agreement between the parties as of the effective date of this agreement. Any further agreement affecting wages, hours or conditions of employment shall be reduced to writing and made a part hereof. The parties agree to incorporate in a binder all letters of agreement.

## ARTICLE 1

### 1.01 Term of Agreement

1.011 This agreement shall take effect February 1, 2015 and shall remain in effect through January 31, 2019, and it shall continue in effect thereafter unless and until either party has given the other prior written notice of a desire to terminate, modify, or amend the agreement as of midnight, January 31, 2019, or a selected subsequent date. Such notice to be effective may be given not more than seventy-five (75) nor less than sixty (60) days prior to the selected termination date. If such notice is given, then a conference shall be held to consider the proposed termination, modification, or amendment. If the parties have not reached an agreement by midnight of the selected termination date, then this agreement and all of its provisions shall terminate at midnight of said date unless extended by mutual agreement of the parties.

## ARTICLE 2

### 2.01 Rates of Pay and Classifications

2.011 The wage rates and classifications shall be those set forth in the Wage Schedule attached hereto and by reference made a part hereof.

2.012 The wage rates and classifications shall be those set forth in the Wage Schedule attached hereto and by reference made a part hereof.

2.013 Job classifications listed on Exhibit "A" shall be identified, insofar as practicable, by job descriptions.

### 2.02 Rules Governing Changes in Classifications of Work

2.021 Work peculiar to any craft or classification shall, insofar as practicable, be done by employees regularly assigned to the craft or classification, when qualified men are available. It is agreed, however, that employees covered by any classification shall perform any duties to which they may be assigned.

2.022 If work of a higher classification is required of any employee during any shift or fraction thereof, he/she shall receive the wage of the higher classification to which he/she has been assigned for the balance of that shift. If an employee is shifted to a lower classification after the commencement of his/her shift, the employee's wage will not be lowered during that shift.

2.023 An employee assigned to a higher classification for less than his/her normal scheduled work set, following which he/she is returned to a lower classification, shall receive the wage of the higher classification for the actual days he/she works occupied for

one or more than his/her normal scheduled work set, to a lower classification, his/her wage will not be lowered during his/her first working day in the new classification.

2.024 The provisions of the paragraph immediately preceding shall not apply to relief shift workers on "pushup" or Operator Helper Trainees on "pushup".

2.025 When an operating process unit is shut down temporarily for any reason the Company may, at its option, and where practicable, transfer operating workers to other jobs, including relief work on other units or assignments to other departments or crafts. Any employee so transferred will receive his/her rate of pay prevailing at the time of transfer or the rate of pay applicable to the assignment, whichever is higher, for the duration of the shutdown, but not for a period of more than four (4) weeks, unless such period is extended by mutual agreement. Work performed beyond the four (4) week period, or such other period as may be mutually agreed to, will be compensated at the regular rate of pay for the classification to which the worker is then assigned.

## ARTICLE 3

### 3.00 Hours of Work

3.011 Forty (40) hours shall constitute the normal work week.

3.012 The regularly scheduled work week shall start at 7:00 A.M. Monday and end at 7:00 A.M. Monday.

3.013 Eight (8) hours actual working time shall constitute the normal working day, and the regular working week shall consist of consecutive eight-hour days.

3.014 The normal schedule for day workers shall be 7:00 A.M. to 11:00 A.M. and from 11:30 A.M. to 3:30 P.M. The normal schedule for shift workers who are not on 12 hour shift shall be a day shift from 6:30 A.M. to 2:30 P.M., and evening shift from 2:30 P.M. to 10:30 P.M. and a night shift from 10:30 P.M. to 6:30 A.M.

### 3.02 Shift Work

3.021 All work performed by employees covered under the terms of this agreement shall be done by employees termed "shift workers" and "day workers". The term "shift workers," as used herein, shall be deemed to mean workers who are scheduled for specific periods in the course of continuous operations; all other employees shall be designated as "day workers".

3.022 Shift employees shall have the privilege of exchanging

shifts or days off by individual arrangement provided: (a) Consent of a supervisor is first obtained; (b) The change can be accomplished without additional cost or penalty to the Company.

3.023 It is recognized that it is necessary to work certain day workers on Saturdays, Sundays and holidays, in connection with continuous operations and such workers as are regularly scheduled for Saturday, Sunday, and holiday work will be classed as shift workers insofar as the application of overtime is concerned. It is agreed that the Company will publish lists of such jobs.

### 3.03 Schedules

3.031 **Working Schedules:** In the assignment of shift schedules, the Company shall, insofar as it is reasonably possible, arrange the scheduling of days off so that all employees will, over a period of time, have the benefit of their days off during weekends. Days off shall be consecutive, except when filling shift vacancies created by vacation, sickness, promotion, and other uncontrollable absences. The Company will consult with the Union representatives before making any revision of employee's existing working schedules in the effort to make such revision acceptable to the Union.

3.032 Day workers shall have a regularly designated meal period during the fifth hour from starting time, except in the case of emergency, in which case they shall be given a meal period on Company time and allowed to continue to work until their normally scheduled quitting time.

3.033 When an employee is required to report for work on his/her regular schedule, but is not given any work to do, or is required to work less than four (4) hours, he/she shall be paid four (4) hours at his/her regular rate.

3.034 No employee shall be required to lose time because of schedule changes.

## ARTICLE 4

### 4.00 MEMBERSHIP IN UNION

#### 4.01 Maintenance of Membership

4.011 It shall be a condition of employment that all employees of the employer covered by this agreement, who are members of the Union in good standing on the effective date of this agreement, shall remain members in good standing. It shall also be a condition of employment that all employees covered by this agreement and hired on or after its effective date shall, on the thirtieth day following the beginning of such employment become and remain members in good standing of the Union.

Accordingly, during the term of this agreement, the headquarters of the International Union will develop an appropriate educational program of not more than two hours duration designed for presentation by employees designated by the Union in facilities provided by the Company. It is the intent that the local parties will coordinate the Union orientation sessions as to content and timing with the Company orientation program. All materials, papers, texts, visual aids, and other educational or informational aids for the Union orientation program will be furnished by the Union at its expense.

### 4.02 Check Off

4.021 Upon receipt of an authorization signed by an employee, the Company agrees to deduct from such employee's earnings and pay the Union during the life of this agreement the initiation fee of such employee in the Union and his regular monthly dues as a member of the Union.

4.022 Payment shall be made once a month, on or before the fifteenth day of each month, to the Secretary-Treasurer of the Union.

4.023 The form of such individual authorization shall be as follows:  
"I hereby authorize you to deduct from my wages  
a) A single initiation fee of \$ \_\_\_\_\_  
b) Current monthly dues as reported to you by the  
Secretary-Treasurer of United Steelworkers Interna-  
tional Union Local 5.

This assignment is voluntary and I understand that I may revoke it at any time in writing.

Signed \_\_\_\_\_

### 4.03 USW PAF

4.031 Upon receipt of an authorization signed by an employee, the Company agrees to deduct from such employee's earnings and pay the Union during the life of this agreement, a PAF contribution. The form of such individual authorization shall be as follows:

#### "PAF Check-Off Authorization

I hereby authorize and direct (Employer) to deduct from my pay the amount of \$ \_\_\_\_\_ each pay period (or other specified time period), and to remit said amount immediately to the Financial Secretary of Local 5 as my voluntary contribution to PAF. This authorization is a continuing authorization and shall remain in full force and

effect unless and until specifically modified or revoked in writing by me.

(Date)

(Signature)

(Print or Type Name of Employee)

(Social Security Number)"

## 5.00 SENIORITY

### 5.01 Definitions

5.011 For purposes of this agreement, seniority is defined as follows:

- (a) Plant seniority is the total recognized accumulated period of time that an employee has with the Company and its predecessor company at its Martinez Plant.
- (b) Department seniority is the total continuous time that an employee has in a particular department.
- (c) Unit seniority is the total continuous time that an employee has in a given unit within a department.
- (d) Classification seniority is the total continuous time that an employee has in the classification of Head Mechanic or Mechanic 1st Class within his present unit. Such seniority shall be applicable only in making demotions as provided in Paragraph 5.051.

5.012 Departments shall be defined as the general grouping of those related units of the plant separated from the other units of the plant by a vertical double line drawn through the chart marked Exhibit "A" attached hereto, and by this reference made a part hereof.

5.013 Units shall be those units within a department separated from the other units of the department by a vertical single line drawn through the chart marked Exhibit "A".

5.014 Probationary Status: All employees shall be probationary for the first six (6) months of their employment, and their employment may be terminated during that time at the Company's discretion. Any termination during the probationary period is not subject to the grievance or arbitration process.

### 5.02 General Provisions

5.021 When filling vacancies or making promotions, transfers, demotions, layoffs, and re-employment after layoffs, the Company will recognize qualifications, demonstrated ability, and seniority. For such purposes, seniority shall become effective only after an employee has been in the service of the Company for a continuous period of six (6) months, except that for job bidding only, seniority shall become effective after thirty (30) days of continuous service.

5.022 In determining an employee's qualifications and demonstrated ability, the Company will take into consideration the employee's knowledge of the duties to be performed and the equipment to be handled; the manner in which he/she has performed and demonstrated his/her ability on his/her present job; his/her ability and experience in similar lines of work; his/her adaptability and capacity for development.

5.023 An employee assigned from within the bargaining unit to a classification not covered by the bargaining unit may return to his/her former job classification in the bargaining unit at any time within a period of sixteen (16) months from date of assignment over the term of the agreement, and be credited with all seniority as though he/she had remained in the unit. An employee may return to the bargaining unit after a period of sixteen (16) months from date of assignment to a classification not covered by the bargaining unit, and be credited with no plant, department, or unit seniority.

5.024 An employee's seniority shall terminate when he/she quits voluntarily, is discharged for just cause, or has been laid off on account of lack of work for a period of one (1) year.

5.025 When an employee becomes incapable of performing the work of his/her present classification because of illness, injury, or other physical disability, where his/her case justifies special consideration, the Company and Union may by mutual agreement continue to place these employees in jobs out of line of seniority either temporarily or permanently.

5.026 Unit seniority may only be accumulated in one craft or unit at a time. If within thirty (30) days after promotion or transfer of an employee to a different position, the employee notifies the Company that he/she does not wish to retain the position, or the employee proves deficient in the ability to handle the same, then he/she shall be returned to his/her former position without loss of seniority therein. Exceptions:

- (1) An employee who bids into a maintenance trainee class

shall have the right to return to his former position within thirty (30) days.

(2) If an employee proves deficient in ability to successfully complete the maintenance trainee class, he shall be returned to his former promotional unit with loss of unit seniority.

5.027 An employee who is a successful bidder from one promotional unit above the red line to another promotional unit above the red line, and who physically moves, may not exercise the option to bid from one promotional unit above the red line to another promotional unit above the red line for a period of four (4) years.

If an employee voluntarily demotes himself/herself from a position above the red line to a position below the red line, he/she may not exercise an option to bid above the red line for a period of two (2) years. Employees who voluntarily demote to the Laborer 2 classification, below the red line, will receive the starting wage for that classification and shall progress at the normal rate.

### 5.03 Job Bidding

5.031 If a vacancy occurs in the first job above the red line, on Exhibit "A", that job will be advertised for a period of seven (7) calendar days and awarded within fourteen (14) calendar days of the closing of the advertised job pending fulfillment of any outstanding job requirements. Exception: Employees in classifications below the red line may be advanced, in line of seniority, to classifications above the red line for temporary periods without advertising. All job postings shall indicate whether such job is "permanent" or "temporary". Before reposting a permanent job before 180 days have expired, the employees listed on the original posting shall be given the opportunity to fill that posting. This applies to plant-wide postings except when a cutback has occurred since the original posting, in which case the job will be re-posted.

5.032 A temporary job is one that is of less than sixty (60) days duration, or a necessary replacement for an employee who is on a permanent job but is absent from the permanent job (i.e., vacation relief, sick relief or leave of absence relief). All other jobs shall be considered permanent.

5.033 An employee in a classification above the red line on Exhibit "A" filling a temporary job may not exercise his/her seniority to displace a permanent employee, but he/she shall at the completion of the temporary job be demoted to his/her permanent classification.

5.034 An employee who secures a temporary job as a result of job bidding will, at the completion of the temporary job, be returned to his/her former job if he/she retains seniority therein.

5.035 When an employee who has been accepted for a posted job, or is eligible for a promotion within his/her lines of progression, cannot be released to the new position at once for Company convenience, or cannot report to the job by reason of personal illness, injury or his/her being on vacation, his/her seniority on the new job, when he/she becomes so placed, will be established as of the closing date of the job posting.

5.036 When an employee has been accepted for a posted job on which he/she will receive a higher rate of pay, but has not been released to report to his/her new job location within thirty (30) days after the closing date of the job posting, excluding all days on which the employee would have been unable to report to the new job location by reason of personal illness, injury or absences due to vacation or similar causes, he/she will receive the higher rate of pay commencing at the expiration of said thirty (30) days. An employee who has been accepted for any posted job will be released to report to that job location within sixty (60) days after the effective date of completion of the job posting, excluding all days on which the employee would have been unable to report to the new job location for reasons the same as above stated. If the Company has a compelling reason not to release the employee within the said sixty (60) days, the reason will be discussed with the Union.

### 5.04 Promotions

5.041 Seniority, insofar as it is applicable in making promotions or filling vacancies, shall be Unit Seniority above the red line indicated on Exhibit "A", and Plant Seniority in classifications below the red line.

5.042 Promotions above the red line on Exhibit "A" shall be made from within the Unit in which the vacancy occurs.

5.043 Refusal to accept promotions shall not jeopardize an employee's opportunity for future promotions. Should an employee see fit not to accept promotion, such refusal shall be given in writing to his supervisor.

### 5.05 Demotions

5.051 In making demotions from any classification above the red line on Exhibit "A", except classifications of Head Mechanic and Mechanic 1st Class, the employee or employees having the

least Unit Seniority will be demoted first. In making demotions from the classification of Head Mechanic and/or Mechanic 1st Class, the employee or employees having the least Classification Seniority shall be demoted first. Demotions from any job above the red line will be to the first lower classification held by an employee with less Unit Seniority in this same unit. When an employee is demoted below the red line through no fault of their own, they will be reduced to the Laborer classification, and paid the maximum Laborer rate, subject to the Stipulation regarding Rate Retention.

5.052 Demotions from jobs below the red line, on Exhibit "A", shall be to the first lower classification held by an employee with less Plant Seniority.

5.053 All jobs below the red line on Exhibit "A" are to be considered as a common pool, and transfers, promotions and demotions within this group shall be made on a plant-wide basis.

5.054 An employee in a job above the red line may transfer into another unit or department only by applying for the first advertised job above the red line when a vacancy exists in that job.

#### 5.06 Layoffs

5.061 When layoffs take place, the principle of Plant Seniority shall be observed; that is, the last employee employed at the plant shall be the first to be laid off, and the last employee laid off shall be the first to be re-employed, provided that an employee with greater seniority has the ability to perform the work.

5.062 When a reduction of force is necessary, the Company will give the Union a list of names of the employees affected. The employees about to be laid off shall be notified one (1) week in advance of layoff. The Union shall receive like notification.

5.063 When layoffs take place, employees laid off will be reduced to the Laborer classification, and paid at the maximum Laborer rate, subject to the Stipulation regarding Rate Retention. If further reductions are necessary employees will be laid-off from the Laborer classification to "the street" according to the principle of Plant Seniority.

#### 5.07 Reemployment

5.071 In the event an employee is laid off because of reduction of force due to lack of work, he/she will, if available after reasonable notice, be eligible for the first vacancy or job opening occurring within one (1) year, which he/she is qualified to fill, that may be available and for the purpose of this article his seniority shall not be considered broken in the event such rehire is effected within a

period of one (1) year from day of layoff. However, the time he/she is off the payroll shall be deducted from his seniority.

5.072 Any employee who is laid off and is not rehired within one (1) year shall, if later rehired, be considered as a new employee.

#### 5.08 New Departments

5.081 Insofar as seniority is concerned, the establishment of any unit, department or classification not appearing on the chart marked "Exhibit A", or the re-grouping of any existing unit, department or classification shall become a matter of determination between local management and the local union and shall become a part of this agreement through a letter agreement when approved by the Company and the Union.

#### 5.09 Seniority List

5.091 The Company will semi-annually furnish the Secretary of the Union with seniority lists of employees to whom this agreement applies. Seniority lists will also be posted in all units in the refinery semi-annually.

#### 5.10 Trainees

5.101 Permanent promotions to Mechanic 1st Class rating shall only be made from those who have completed the prescribed training course for the individual craft group and who are certified by the Qualifying Committee as outlined under the Training Program provisions of this agreement. Should there be no qualified trainees available; a Mechanic 1st Class vacancy may be filled temporarily by appointing the senior trainee from the craft group.

5.102 Craft unit trainees whose progress and standing are satisfactory will not be subject to craft or unit changes when reductions of force occur as long as there are non-trainees in the same or lesser classifications. However, trainees having a "last hired" seniority status will be laid off ahead of employees having greater seniority, provided such employees have the ability to perform the work required.

#### 5.11 Promotions, Demotions, and Transfer of Operators in the Process Department Units defined in Exhibit A, (excluding Gauging Unit).

5.111 The following rules will govern in the promotion, demotion, and transfer of Operators in the following two groups of Process Departments Units: The first group consists of all the Process Department Units excluding the Utility Unit and Gauging Unit. The second group will consist of the Utility Unit. The following rules will be applied to the first group of units or second group, whichever is applicable.

5.112 Filling permanent jobs and temporary jobs of more than sixty (60) days. Permanent openings and temporary

openings of more than sixty (60) days within a job classification will be filled under the following procedure.

- (a) Sequence for Filling Super #1 and #1 Operator Vacancies:
  - i. Sequence for Filling Super #1 Operator Vacancies
    1. Offer to #2 Operators on the Unit who are step up qualified on the Super #1 Operator job where the vacancy exists based on Unit Seniority.
    2. Offer to #2 Operators on the Unit where the vacancy exists based on Unit Seniority.
    3. Offer to #2 qualified Operator Helper Trainees (OHT's) on the Unit where the vacancy exists based on Department Seniority.
    4. If no qualified OHT exists, the vacancy will be posted within the Process Department, excluding the Gauging Unit and will be offered to the most senior eligible bidder based on Process Department Seniority.
    5. Assign Least Department Seniority #2 qualified OHT on the Unit where the vacancy exists.
    6. Assign an OHT from the Process Department.
  - ii. Sequence for Filling #1 Operator Vacancies
    1. Offer to #2 Operators on the Unit who are step up qualified on the #1 Operator job where the vacancy exists based on Unit Seniority.
    2. Offer to #2 Operators on the Unit where the vacancy exists based on Unit Seniority.
    3. Offer to qualified #2 Operator Helper Trainees (OHTs) on the unit where the vacancy exists based on Department Seniority.
    4. Assign least Department Seniority #2 qualified OHT on the Unit where the vacancy exists.
    5. If the vacancy still exists, the vacancy will be posted within the Process Department, excluding the Gauging Unit and will be offered to the most senior eligible bidder based on Process Department seniority.
    6. Assign an OHT from the Process Department.
- (b) Sequence for Filling #2 Operator Vacancies:
 

Openings in the #2 Operator position will be posted within the Process Department. (Excluding Gauging Unit). The posting will be filled using the following sequence:

  1. Offer to the #2 qualified Operator Helper Trainees (OHTs) on the unit where the vacancy exists based on Process Department Seniority.
  2. Company may assign least Department Seniority #2 qualified OHT on the Unit where the vacancy exists.
  3. If the vacancy still exists, the vacancy shall be posted

within the Process Department, and shall be filled based on Process Department seniority.

- 4. Assign least Department Seniority OHT on the Unit where the vacancy exists.
- 5. If no qualified OHT exists, assign an OHT from the Process Department.
- (c) Openings at the API Unit, Waste Water Treatment Unit, and Cracking Area Pumper Unit will be exempted from the above provision, and posted within the Process Department (excluding Utility Unit & Gauging Unit) and offered to the eligible employee with the most Process Department seniority.
- (d) Whenever in the filling of posted opening in a job classification under (a), (b) and (c) above, a job award results in a promotion of an employee to a higher job classification, it is understood that the right of such employee to return to his former position without loss of seniority therein, as provided in Article 5.026, must arise within ten (10) days after promotion. An employee may exercise that right of return only once in a four (4) year period.
- (e) Whenever in the filling of a posted opening in a job classification under (a), (b) and (c) above, a job award results in a lateral wage bracket movement of an employee, or movement to a lower wage bracket, it is understood that such employee may not, at his election, thereafter return to his/her former job, anything in this Agreement to the contrary notwithstanding (including Article 5.026 herein.) Any job opening which is to be filled as a result of a lateral move or movement to a lower wage bracket of an employee cannot be filled by a lateral bid, or lower wage bracket bid, and the job posting will advise employees if this situation applies. No employee may be the successful bidder outside their push-up unit more than once in a four (4) year period if the bid is within the Process Department. This limitation on bidding does not apply in the event the employee is returned to his/her former position through no fault of his/her own.
- (f) In normal operations, operators may be laterally transferred from one job to another within the same classification. The reason for such transfer will be discussed with the employee and the steward prior to the transfer.

#### 5.113 Filling temporary jobs of less than sixty (60) days:

- (a) Temporary jobs of less than sixty (60) days shall be filled by pushing up the senior employee in the next lower clas-

sification on the same shift and within the same "Push-up" Unit in accordance with the "Push-up Promotional Chart" (attached hereto and by this reference made a part hereof). The permanent employee may be absent due to vacation, sickness, leave of absence, held in another job at the convenience of the Company, or laterally transferred to another process unit for a temporary period or pushed up to a higher classification.

- (b) When filling an opening in the lowest classification in a "Push-up" Unit, the senior OHT shall be "pushed up" in accordance with the General Overtime Guidelines and Call-Out Procedures.
- (c) Where operations require a unit to operate for temporary periods, operators with experience on that unit may be transferred laterally to staff the unit. All transfers will be within the same classification. Temporary vacancies created on other units as a result of the transfers will be filled by pushing up within the respective units.
- (d) Except when mutual agreement is reached between steward and supervisor, no temporary lateral transfers between "Push-up" Units shall be made except as noted on the "Push-up Promotional Chart" or where operations require a unit to operate for temporary periods.

**5.114 Cutbacks:**

When cutbacks occur, an operator being cutback shall, in line of seniority, displace and take the job of the junior operator in the same or lower classification in the same "Push-Up" Unit in the Promotional chart for Specific Units. An operator displaced from his "Push-Up" Unit in the Promotional Chart for Specific Units shall, in the line of seniority, displace and take the job of the junior operator in the same or lower classification in the same unit in the Operations Grouping of Units. An operator displaced from the Operation Grouping of Units shall become an OHT. The Stipulation regarding rate retention in the Articles of Agreement will be applied to Operators who are cutback to the OHT classification effective February 1, 2015.

## **ARTICLE 6**

**6.00 There shall be a monthly Union-Management Meeting.**

**6.01 Grievance Procedure**

**6.011** Department stewards and a grievance committee shall be selected by the Union in such manner as it may determine. The grievance committee will consist of not more than nine members.

The Union shall notify the Company of the names of the grievance committee thus selected.

**6.012** The Union may designate stewards for each department and/or unit. The Union shall notify the Company of the names of stewards thus selected and shall notify the Company of any changes in personnel of the stewards.

**6.013** A steward may, upon application to and approval of his supervisor or foreman, be permitted to leave his/her work during working hours for reasonable periods to perform the following duties:

- (a) To present to the appropriate supervisor or foreman any requests for adjustment which he/she has been requested by an employee or group of employees to present to such supervisor or foreman.
- (b) To investigate any such request for adjustment or dispute so that the adjustment or dispute can be properly presented to the supervisor or foreman.
- (c) To attend meetings with representatives of Company when such meetings are necessary to present any such adjustment or dispute.

**6.014** When the presence of a steward is desired by any employee for the presentation of a grievance or adjustment, the employee may request his/her supervisor or foreman to send for his/her steward. Such supervisor or foreman will arrange for the steward's appearance as soon as practicable.

**6.015** Any employee or employees shall have the right to present grievances involving the interpretation of this agreement and any dispute arising hereunder.

**6.016 Grievances shall be handled as follows:**

- (a) The employee shall first seek direct adjustment with his/her supervisor or foreman. In submitting a grievance to his/her supervisor or foreman, the employee may be accompanied by the steward assigned to the group in which the employee is employed.
- (b) The supervisor or foreman shall give his/her decision on the grievance to the employee within seven (7) days (Saturdays, Sundays, and holidays excluded) from the date the grievance is submitted to him/her. If the grievance is submitted in writing, the supervisor's or foreman's decision shall be in writing. Grievances which are not appealed within thirty (30) days (Saturdays, Sundays, and holidays excluded) of the supervisor's answer shall be settled on

(c) the basis of the Company's last response.

(d) If the grievance is not settled satisfactorily by the foreman, it may be presented to the Grievance Committee herein referred to. The Grievance Committee shall have the right to meet with local management of the Company for the purpose of discussion of the grievance. The Grievance Committee must make written request for such meeting, accompanying its request with a copy of the grievance. The Company and members of the Grievance Committee (not to exceed four [4]) shall meet within fourteen (14) days (Saturdays, Sundays, and holidays excluded) of receipt of such request at a time and place designated by the Company, and the local management of the Company shall give a written decision to the employee and to the Grievance Committee within seven (7) days (Saturdays, Sundays, and holidays excluded) following the meeting herein referred to.

(e) If any grievance is not settled as a result of the foregoing, then the Union may within fifteen (15) days after receipt of the Company's written decision, request in writing arbitration thereof. The Plant Manager may act as or may designate one arbitrator. The Secretary of the Union may act as or may designate one arbitrator. The two (2) arbitrators so selected shall meet within fourteen (14) days from the date of the Company's receipt of the Union's request for arbitration and attempt to settle the grievance. If a grievance is not settled during the ninety (90) day period following the Union's request for arbitration, the grievance must be submitted to a third arbitrator by either of the two arbitrators requesting a list of at least seven (7) arbitrators from the American Arbitrators Association and alternately striking a name until only one remains who will act as the arbitrator. The parties shall equally bear the expense of the arbitration. If neither the Company arbitrator nor Union arbitrator referred to above submits the grievance to arbitration within the ninety (90) day period following the Union's request for arbitration, the grievance shall be considered closed.

(f) Notwithstanding anything in this Article contained, an employee shall be foreclosed from presenting any grievance or dispute, and no grievance or dispute shall be presented or considered, unless presented to the supervisor or foreman within thirty (30) calendar days after occurrence of the event giving rise to the complaint, grievance, or dispute, or within thirty (30) calendar days after the employee has knowledge, or reasonably should have knowledge, of the facts out of which the complaint, grievance, or dispute may arise. Any grievance that may arise concerning the discharge of an employee may be presented under the grievance procedure, providing such grievance is presented to the Plant Manager in writing within seven (7) calendar days after such discharge.

(g) For the purpose of settling grievances, or attending Union-Company meetings, representatives of the Union at reasonable times, and on advance notice to respective immediate supervisors, shall be granted reasonable time off without loss of straight-time pay. No overtime or premium pay may be claimed for attendance at meetings as described herein, by employees representing the Union.

## ARTICLE 7

### 7.01 Overtime

7.011 Overtime rate of time and one-half the regular rate shall be paid as follows:

- (a) For time worked in excess of eight (8) hours in any day of twenty-four (24) hours commencing with the starting time of the employee's day's work. Such excess time shall not be considered as the start of a new schedule.
- (b) For time worked in excess of forty (40) straight-time hours in the work week.
- (c) For work on a regularly scheduled day off.
- (d) For all work performed on the first day under a new schedule when the working schedule is changed with less than forty (40) hours advance notice. This provision shall not apply to regular shift changes or transfers to a permanent higher classification. Such forty (40) hours will commence at the time notice is given and shall exclude the regular days off in the former schedule.

7.012 In no case shall the operation of the above provisions result in the pyramiding or duplication of pay.

7.013 For the purpose of computing overtime under this Article, employees shall be paid in 15 minute increments. Time required to pass information or instructions between incoming and outgoing shifts or other employees shall not be considered time worked.

7.014 If an employee works eight (8) hours or less during any normal working day, and leaves the job, and later during such day of twenty-four (24) hours is required by the Company to return to the job for additional work or is called for duty outside his/her regular working hours, he/she will be paid at one and

one-half times his/her regular rate for any such additional time worked during such day of twenty-four (24) hours or such time worked outside his/her regular working hours, but not less than a minimum payment equal to four (4) hours at his/her regular rate. In the event no work shall be required of an employee so called for duty, he/she shall receive pay for four (4) hours at his/her regular rate.

**7.015** If a Maintenance employee scheduled as a day worker, works overtime during the night for a period of six (6) or more hours with such work extending to within four (4) hours or less of the regular starting time on his/her regular scheduled work day, the following options will be available:

- (a) Return to work that day at 12:30P.M., work the remainder of the day shift and receive the straight time rate for the employee's regular schedule.
- (b) Return at 3:00P.M. that day, work until 11:30P.M. and be paid at one and one half the employee's straight time rate and have a one half (1/2) hour unpaid meal period. The employee would receive the evening shift differential for this time. The employee then returns the next day at 7:00A.M. for his/her regular scheduled day and receives one and one half times the employee's straight time rate for his/her normal schedule.

If a Maintenance employee scheduled as a day worker works overtime past midnight and is not covered by the preceding paragraph, at his/her option, he/she may delay the start time of his/her shift by the number of hours worked past midnight. Work during such shift will be paid at straight time.

#### **7.02 Meal Allowance**

**7.021** An employee who is required to work in excess of two (2) hours beyond his/her scheduled working period (whether before or after) shall be supplied with a meal at the end of the second hour at the Company's expense, or pay-in-lieu thereof, at the employee's option. Additional meals shall be supplied at each four (4) hour interval thereafter (2 meals maximum) so long as the employee works overtime. If an employee elects to receive pay-in-lieu of a meal, he/she will be compensated at the per meal rate of \$15.00. The employee will be afforded thirty (30) minutes of Company time to eat meals so supplied.

#### **7.03 Overtime Procedure Modification**

At the beginning of each quarter; 1/1; 4/1; 7/1; 10/1; the Company will establish a list of craft people to commit to 25 hours of overtime for the defined quarter. Each craft person currently

in the maintenance overtime system will be assigned a 25 hour overtime commitment for the specific quarter.

Mandatory Overtime work on equipment critical to the operation of the refinery will be filled by first utilizing the voluntary overtime list. In the event the Company is not able to fill the overtime requirements from the Voluntary overtime list, the Company will require the employee on the Mandatory List with the lowest actual overtime hours worked (under 25) to fill the overtime requirements. The overtime list will be sorted daily to insure the person with the lowest amount of hours worked will return to the top of the list.

In the event scheduled overtime requirements cannot be met utilizing the voluntary overtime list the Company will have the option to utilize employees with less than 25 hours of overtime for the quarter to fill overtime requirements.

To ensure the Company can reach employees on the Standby Overtime list, employees will be required to have on record a current telephone number and the Company will provide a pager at the request of the employee.

Upon completion of 25 hours of overtime within the quarter, the employee will be removed from the standby list but will remain eligible to sign up for voluntary overtime.

#### **Voluntary Overtime**

Maintenance employees will be eligible to sign up for overtime by day for up to 14 days in advance. Employees also have the option to remove themselves from the Voluntary Overtime List for future overtime commitments. Everyday at 11:30 AM the volunteer list will become a responsibility of the volunteer to report to work through 7AM the next day and employees will make every reasonable effort to be available for overtime assignment on that day. A responsibility is defined as responding to calls and reporting to work as requested. In the event an employee has volunteered for overtime and does not respond to calls or fails to report to work, the employee will be counseled by the Company to ensure the employee is aware of their expectation and commitment to work when volunteering for overtime. Subsequent failure after counseling in the rolling 12 month period, to respond or report to work after volunteering for overtime, may subject the employee to serve a 14 day penalty of not being allowed to volunteer for overtime.

Employees who are signed up on Friday after 11:30AM are responsible to work the specific day and/or days of the weekend for which they have volunteered. Employees signed up after 11:30AM on the day before a holiday(s) will be responsible to work through the holiday(s) for the days which they have volunteered.

To ensure the Company can reach employees on the Voluntary Overtime list, employees will be required to have on record a current telephone number and the Company will provide a pager at the request of the employee.

The low overtime procedure shall be used to assign overtime work to employees who are on the volunteer overtime list.

When the Company identifies the need for overtime, the Company will utilize the current voluntary overtime list to fill the overtime. In the event all overtime requirements are not met with the current overtime list, the Company will have the option to utilize all other available resources to fill overtime requirements at the time overtime is identified.

Employees that sign up for voluntary overtime after the company has filled the requirements for the scheduled overtime will be utilized to complete other overtime assignments if required. For the time an employee volunteers for overtime, they will be responsible to respond to overtime requirements. When contacted by the Company for overtime, the overtime becomes part of the employees scheduled work.

In the event a Tesoro employee in the Maintenance Department, who has volunteered for overtime utilizing the overtime system, is bypassed for overtime when eligible, the Company will provide the employee an opportunity to work an equal number of overtime hours for which they were bypassed. The overtime work will be general or backlog work normally performed during regular work schedules and performed at a time mutually agreed upon by the Company and employee(s).

For holdover overtime the crew on the job will have the first preference prior to the Company utilizing the voluntary overtime list. In the event the crew is a "mixed crew" (Company/Contractor), the Company will provide to the bypassed Company employee(s), who had volunteered for overtime an opportunity to work an equal number hours for which the contractors on the "mixed crew" worked. The overtime will be general or backlog work normally performed during regular work schedules and performed at a time mutually agreed upon by the Company and employee(s).

In the event the Company schedules overtime work utilizing the voluntary overtime list and cancels the scheduled overtime with less than 48 hours notice to the employee, the Company will agree to pay affected employees four (4) hours at their regular rate of pay.

## ARTICLE 8

### 8.01 Night Shift Differential

8.011 A night shift differential of seventy-five cents (.75¢) per hour shall apply for the afternoon shift, and one dollar and fifty cents (\$1.50) per hour for the graveyard shift, on both straight and rotating shifts.

### 8.02 Off-Schedule Shifts

#### 8.021 Employees assigned to off-schedule shifts:

- (a) Which start before 6:00 A.M. and end after the starting hour of the regular day shift shall be paid a night shift differential of one dollar and fifty cents (\$1.50) per hour worked from the start of the shift until the end of the shift, or
- (b) Which start before the regular starting hour for the after-noon shift and end after 6:00 P.M. shall be paid a night shift differential of seventy five cents (.75¢) per hour worked from the starting hour of the regular afternoon shift until the end of the shift, or
- (c) When a shift crosses two night shifts, the applicable night shift differential will be paid in accordance with the clock hours worked on each such shift.

### 8.03 Work Beyond Regular Shift

8.031 For employees working a normal eight-hour shift or a ten-hour shift, applicable night shift differential payments will apply to day employees or employees working daylight shift at the conclusion of their regular quitting time. (Day shift shall be considered as a shift that begins and ends between 6:00 A.M. and 6:00 P.M.)

8.032 When working overtime beyond the afternoon shift, the afternoon shift differential will continue to apply on such hours extending into the graveyard shift.

8.033 When working overtime beyond the graveyard shift, the graveyard shift differential will continue to apply on such hours extending into the daylight shift.

8.034 In all cases, however, when an employee works beyond his/her scheduled quitting time because of failure of relief to report, he/she shall receive the night shift differential applicable for the hours actually worked on the shift on which the relief fails to report.

### 8.04 Computation of Overtime Payments

8.041 An employee entitled to night shift differential when working at an overtime rate shall have his/her overtime rate calculated on the total of his/her base rate and any applicable night

shift differential that may be due on account of work performed during night shift differential hours.

#### 8.05 Vacation, Sick Pay, etc.

8.051 Night shift differential payments shall not be included in computing payments for vacations, sick pay, or any other time not worked.

### ARTICLE 9

#### 9.00 Vacations

9.001 For purposes of this Article, "continuous service" shall include continuous service with this Company and its predecessors.

#### 9.01 Eligibility for Vacation

9.011 Employees working less than half the normal hours established for their respective classifications shall not be eligible for vacation privileges.

Benefits schedule: Full-Time employees will be credited with a proportional amount of paid vacation based on years of service according to the following Vacation Benefits Schedule.

Each employee will earn annual vacation up to the following limits:

(40 hr workweek)	(42 hr workweek)
9/80, 10hr and 8hr schedules	12hr schedules
Date of Hire Through Year 4	
80 Hrs	84 Hrs
After 5 years of service:	
120 Hrs	126 Hrs
After 10 years of service:	
160 Hrs	168 Hrs
After 20 years of service:	
200 Hrs	210 Hrs
After 30 years of service:	
240 Hrs	252 Hrs

9.012 Vacation is taken and recorded in hours based on the scheduled hours of work that day.

9.013 All eligible employees who have successfully completed at least one year of continuous service for the Company by February 1, 2012 will begin earning vacation privileges, as set forth above, beginning January 1, 2013. Thereafter, vacations may be arranged by the Company consistent with seasonal or other operations. Employees in their first year of service are not eligible to utilize any time in their vacation bank.

9.014 Each week of vacation, as outlined above, shall consist

of seven (7) consecutive calendar days. Upon approval of the Company, or if department operation so require, vacations may be arranged in separate periods.

#### 9.02 Pay During Vacation

9.021 Vacation pay will be based on the wages of the employee's regular classification as listed in Exhibit A for his/her normal working hours per week. All payments for overtime, shift differential, bonuses, or any like or unlike payments other than basic wages, shall be excluded in computing basic wages for the purpose hereof.

#### 9.03 Pay in Lieu of Vacation

9.031 Employees may not receive pay in lieu of vacation, except under the following conditions:

9.032 An employee whose service with the company terminates for any reason will be paid in lieu thereof all vacation remaining in their available vacation bank.

9.033 When a holiday occurs during an employee's vacation, the Company will make payment as provided in Article 16 entitled, "Holidays".

#### 9.04 Preference as to Time

9.041 Employees may state their preference as to time of vacations and, insofar as may be consistent with seasonal or other operations, the Company will endeavor to arrange vacations in accordance with such stated preference. The Company reserves the right to schedule vacation for any employee, or to alter the date of any vacation that may have been fixed.

#### 9.05 Vacation Policy Changes

9.051 Any change in the current vacation scheduling policy will be discussed with the Union at least seven (7) days prior to implementation.

### ARTICLE 10

#### 10.01 Union Business on Premises and Bulletin Boards

10.011 The Company agrees to admit to the properties of its refinery during daylight hours, or at any other necessary times, if not contrary to Government agency restrictions, any authorized representative or representatives of the Union for the purpose of conducting Union business and further provided that if such permission be withheld the matter shall become subject to grievance machinery of the contract.

10.012 The Union understands and agrees that each Union

representative actively on the Company's payroll is employed to perform full time work for the Company and that he/she will not leave his/her work during working hours except to perform his/her duties under this agreement. It is further understood and agreed by the parties hereto that they will cooperate in reducing to a minimum the actual time spent by such Union representative in the performance of his/her Union duties under this agreement.

10.013 The Company will provide bulletin boards at convenient locations within the plant where they may be seen by employees. Such boards may be used by the Union for notices indicating the time and place for meetings. Notices covering other items must be approved by the local management before posting.

## ARTICLE 11

### 11.01 Leaves of Absence

11.011 An employee, upon completion of one (1) year continuous service, may, in the discretion of the Company, be granted a leave of absence in accordance with established rules and regulations of the Company. Continuous service record of employees so absent shall not be broken.

11.012 The Company shall, upon request, grant leaves of absence without pay for specific periods to employees who have completed one (1) or more years of continuous service with the Company, for the purpose of attending to any business of the Union; provided that not more than two (2) employees shall be on such leave from the refinery at any one time, and provided that no such leave shall be granted for any period in excess of one (1) year. Any renewal of such one-year leaves will require mutual consent of the Union and the Company. Limited leaves of absence under thirty (30) days shall, upon request, be granted in addition to the above to not more than five (5) employees at any one time, and not to exceed an aggregate of 150 man-days per year. The seniority of an employee on leave of absence for Union business shall be deemed to accumulate the same as if he were at his regular work.

11.013 Reasonable time off for conducting negotiations and grievances shall not be considered a leave of absence.

## ARTICLE 12

### 12.01 Training Program

12.011 In order to provide for a safe operating workforce, all newly hired bargaining unit employees shall be given new hire safety training within the first six months of their employment.

The Company reserves the right to create and amend this training. Employees shall not be permitted in the process units or maintenance area shops without a trained escort until such time as they have completed the minimum required new hire training.

## ARTICLE 13

### 13.01 Strikes and Lockouts

13.011 There shall be no strikes or lockouts during the period of this agreement.

## ARTICLE 14

### 14.01 Safety

14.011 Inspection of all equipment throughout any plant or place of employment, where industrial accidents may occur, shall be made by the superintendent or other qualified person designated by the Company from time to time.

14.012 An inspection of any equipment will be made upon the recommendation of the workers employed on such equipment. Employees or their representative may make written suggestions to the superintendent or his/her representative as to the elimination of hazards in order to prevent accidents.

14.013 Employees will not be required to perform services contrary to Company or State Safety Orders.

14.014 Where employees are exposed to fire, acids, caustics, or other chemicals injurious to person and/or clothing, the Company will furnish protective wearing apparel including goggles) and employees shall wear same whenever the nature of their duties requires such protection. Company will compensate such employee for damage to clothing caused through failure to provide such protection.

Effective February 1, 2015, the Company will pay up to \$150.00 per year, with a maximum of \$600 during the life of the Agreement. The boot allowance may be used up to the annual amount, or the accumulative amount, provided that in no event shall the employee use any amount greater than the actual amount to purchase boots.

### 14.015 Joint Union-Management Health and Safety Committee:

- (a) There shall be established a joint labor/management health and safety committee, consisting of equal Union and Company representatives, of not less than four (4) each.
- (b) The Company will, from time to time, retain at its expense, qualified independent industrial health consultants, mutually acceptable to the International Union president or his

her designee and the Company, to undertake industrial health research surveys, as decided upon by the committee, to determine if any health hazards exist in the work place.

- (c) Such research surveys shall include measurements of the exposures in the work place, the results of which will be submitted in writing to the Company, the International Union president, and the Joint Committee by the research consultants and the results will also relate the findings to existing recognized standards.
- (d) The Company agrees to pay for appropriate physical examinations and medical tests at a frequency and extent necessary in light of findings set forth in the industrial consultant's reports as may be determined by the Joint Committee.
- (e) The Union agrees that each research report shall be treated as privileged and confidential and will be screened by the Company to prevent disclosure of proprietary information or any other disclosure not permitted by legal or contractual obligations.
- (f) At a mutually established time, subsequent to the receipt of such reports, the Joint Committee will meet for the purpose of reviewing such reports and to determine whether corrective measures are necessary in light of the industrial consultant's findings, and to determine the means of implementing such corrective measures.
- (g) Within sixty (60) days following the execution of this agreement and on each successive October 1 thereafter, the Company will furnish to the Union all available information on the morbidity and mortality experience of its employees.
- (h) The Joint Committee shall meet as often as necessary, but not less than once each month at a regularly scheduled time and place, for the purpose of considering, inspecting, investigating, and reviewing health and safety conditions and practices. Union committeemen shall have the right to investigate accidents under procedures developed by the Joint Committee. The Joint Committee shall make constructive recommendations with respect thereto, including but not limited to the implementation of corrective measures to eliminate unhealthy and unsafe conditions and practices and to improve existing health and safety conditions and practices. All matters considered and handled by the committee shall be reduced to writing, and joint min-

utes of all meetings of the committee shall be made and maintained, and copies thereof shall be furnished to the International Union president. Time spent in connection with the work of the committee by Union representatives, including walk around time spent in relation to inspections and investigations shall be considered and compensated for as their regularly assigned work.

- (i) In addition to the foregoing, the Company intends to continue its existing industrial hygiene program as administered by the Company personnel.
- (j) The Company will, at its expense, provide for the training of the Union members of the Joint Committee when such training is requested by the Union members of the committee. Such training shall not exceed five (5) days per committee member and shall take place twice during a four year agreement and will be conducted by qualified individuals, institutions, and organizations recognized in the field.
- (k) Any dispute arising with respect to the interpretation or application of the provisions hereto shall be subject to the grievance and arbitration procedure set forth in the Articles of Agreement.

**14.016** Members of the Emergency Response Team will be paid double time for the time spent responding to a Company declared emergency event. The following will apply in this matter:

- (a) Incident must be declared an emergency via the refinery's Emergency Response system.
- (b) On duty personnel must have appropriate supervisor's approval to leave current on duty assignment, before responding to a declared emergency.
- (c) This pay rule will apply to the first 12 hours of a declared refinery emergency only.
- (d) The start time and stop time of the event, for purposes of determining pay, will be determined by designated Company personnel.

## **ARTICLE 15**

### **15.01 Holidays**

**15.011** The following shall be recognized as holidays under this agreement:

New Year's Day, Martin Luther King Jr. Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, Friday following Thanksgiving, and Christmas Day. In addition, a tenth (10th) day is desig-

nated as a holiday as follows: The tenth (10th) holiday will be designated as the day before or the day after Christmas (as the case may be to provide a four-day weekend), except that when Christmas falls on Wednesday, the day preceding Christmas will be designated as the tenth (10th) holiday.

15.012 When one of the above holidays falls on Saturday or Sunday, regularly scheduled rotating shift workers and daytime workers regularly scheduled to work on that calendar day will observe it on that day. Others will observe the Saturday calendar holiday on the Friday next preceding and the Sunday calendar holiday on the Monday next succeeding.

In spite of the foregoing, no employee will receive the benefit of more than one day observance of the given holiday.

15.013 Employees required to work on any of the said holidays shall be paid for work performed on such holidays at the rate of two and one-half (2-1/2) times their regular rates of pay.

15.014 An employee who works his/her regularly scheduled work day immediately preceding or following a holiday listed above, shall receive his/her regular straight time pay for eight (8) hours for such holiday not worked; provided, however, that if such employee works any portion of such holiday, the number of hours for which he/she shall receive his/her regular straight time pay under this subparagraph shall be reduced by the number of hours worked.

15.015 If any of said holidays falls during an employee's vacation, he/she shall receive an extra day of vacation, or pay-in-lieu thereof.

15.016 If an employee is called out to perform work on any of the above holidays, he/she shall receive a minimum of thirteen (13) hours of straight-time pay. Any subsequent callouts during the thirteen (13) hour minimum straight-time pay period shall not result in the payment of a second thirteen (13) hour minimum per holiday.

## ARTICLE 16

### 16.01 Maintenance of Crews

16.011 On any work of a character normally requiring a definite number of workers, whether two (2) or more, the Company will make every effort to assign an employee to fill the position of any

employee absent through any cause, if the work is to be carried on continuously without interruption or reduction in volume.

## ARTICLE 17

### 17.01 Benefits

17.011 Security plans and benefits arranged by the Company for employees generally shall be available to employees covered by this agreement.

"Security Plans" and "Benefits" include:

- Company sponsored medical plan
- Company sponsored dental plan
- Long Term Disability Plan
- Thrift Plan (401K) Plan
- Company sponsored Pension Plan
- Company Vacation Plan
- Short Term Disability Plan

The conditions, rules and regulations of such security plans and benefits as established by the Company shall determine all questions arising thereunder. Site specific plans shall be governed by the applicable plan documents which shall determine all questions arising thereunder. The Company shall make detailed information covering the provisions of such security plans and benefits available to the workers committee and employees upon their request either in writing or electronically.

17.013 An employee who has completed one (1) year of continuous service and whose employment is terminated as a result of layoff due to lack of work will be entitled to one (1) week's severance pay at his/her regular base wage for each completed year of continuous service to a maximum of ten (10) weeks' pay. This severance pay shall not be paid to an employee who retires under the Company's Retirement Plan nor to an employee whose services are terminated for reasons other than that specified herein - layoff due to lack of work.

## ARTICLE 18

### 18.01 Validity

18.011 If any court shall hold any part of this agreement invalid, such decision shall not invalidate any other part of this agreement

## ARTICLE 19

### 19.01 Notices

19.011 Any notices provided for herein may be given by depositing same in the United States mail in a sealed envelope, certified, and postage prepaid and addressed as specified below:

To the Union:

United Steelworkers  
International Union  
USW District 12 Director  
3150 Carlisle Blvd., NE Suite 110  
Albuquerque, NM 87110  
and  
United Steelworkers  
Workers International Union, Local 5  
P. O. Box 349  
Martinez, California 94553

To the Company:

Tesoro Refining Company  
Manager, Human Resources  
150 Solano Way  
Martinez, CA 94553

## ARTICLE 20

### 20.01 Bereavement Leave

20.011 In the event of death of an employee's spouse, child, mother or father, brother or sister, mother-in-law or father-in-law, brother-in-law or sister-in-law, son-in-law or daughter-in-law, grandchild, grandparents, or any other relative living within the employee's household, he/she shall be granted the time to attend the funeral, not to exceed any three (3) consecutive working days, one of which shall be the day of the funeral. He/she shall receive pay for any of these days for which he/she was scheduled to work. The rate of pay shall be that of the employee's classification at the time such absence occurs. Employees who attend the funeral of a covered relative where such services are conducted out of state, shall be granted the time to attend the funeral, not to exceed any five (5) consecutive working days, one of which shall be the day of the funeral. He/she shall receive pay for any of these days for which he/she was scheduled to work. The rate of pay shall be that of the employee's classification at the time such absence occurs. Employees can utilize bereavement leave while on vacation after appropriate notification to the Company. Vacation days not taken due to bereavement leave must be rescheduled in accordance with vacation policy guidelines.

20.012 This payment applies only in the case where an employee attends the funeral, but is not applicable for any purposes such as settling the estate of the deceased.

## ARTICLE 21

### 21.01 Jury Service

21.011 In the event an employee is called for examination for jury service, or for jury service, or as a witness by court subpoena other than an adverse witness in a case against the Company, such employee will be given the necessary time off without loss of pay for the time he/she is required to be absent; provided that the employee's pay for the purposes of this paragraph shall be computed at the rate of the employee's classification without benefit of shift differentials or overtime.

## ARTICLE 22

### 22.01 Bo'sun Chair Allowance

22.011 Employees, other than riggers, performing work from any movable suspended platform, cage, or seat which is power operated, either by the individual suspended or by another person shall receive \$5.00 per day for each day or part day of such work.

## ARTICLE 23

### 23.01 Work Reports

23.011 When any matter leading to an unfavorable work report is brought to an employee's attention, he/she will be given an opportunity to discuss and explain the particular circumstances involved. If the supervisor makes a written record of such discussion, he/she will provide the individuals concerned with copies. No written report on unsatisfactory work or conduct will be entered in an employee's records unless it is made within thirty (30) days of the Company's knowledge of the occurrence which is the subject of the report. Unsatisfactory work reports will be removed from employee's records two (2) years after they are recorded unless an additional report has been issued during the intervening period.

**ARTICLE 24****24.01 No Discrimination**

24.011 The provisions of this agreement shall be applied to all employees covered by this agreement without discrimination as to race, color, religion, sex, age, or national origin, or handicap.

24.012 The use of masculine gender in the description of classifications any other provisions of this agreement shall not be deemed to indicate any distinction based on sex. Such use of masculine gender shall be deemed to include the feminine gender wherever it is found.

Dated February 1, 2015

TESORO REFINING COMPANY

UNITED STEELWORKERS  
INTERNATIONAL UNION  
UNITED STEELWORKERS  
INTERNATIONAL UNION, LOCAL 5

	CLASSIFICATION	2015	2016	2017	2018
	PROCESS DEPARTMENT				
	SUPER OPERATOR	\$42.21	\$43.48	\$44.71	\$46.31
	#1 OPERATOR	\$41.00	\$42.23	\$43.50	\$45.02
	#2 OPERATOR	\$39.58	\$40.77	\$41.99	\$43.46
SHIPPING					
TRC - AMERICO WHARF	LKG B OPERATOR	\$40.21	\$41.49	\$42.79	\$44.39
WHARF A OPERATOR	LKG C CLERK	\$42.21	\$43.48	\$44.71	\$46.31
WHARF A OPERATOR	TRUCK CAR OPERATOR B	\$42.21	\$43.48	\$44.71	\$46.31
LKG A OPERATOR	LKG A CRANE OPERATOR B	\$41.00	\$42.23	\$43.50	\$45.02
WHARF HELPER	LKG B CRANE OPERATOR B	\$41.00	\$42.23	\$43.50	\$45.02
LKG B OPERATOR	LKG C CRANE OPERATOR B	\$39.58	\$40.77	\$41.99	\$43.46
LKG C OPERATOR B	LKG A CRANE OPERATOR B	\$39.58	\$40.77	\$41.99	\$43.46
LKG A OPERATOR	CRANE BACK OPERATOR B	\$39.58	\$40.77	\$41.99	\$43.46
OPERATOR D (OVER 6 MOS)	CRANE BACK OPERATOR B	\$38.58	\$39.86	\$41.20	\$42.57
OPERATOR D (6-9 MOS)	CRANE BACK OPERATOR B	\$38.58	\$39.86	\$41.20	\$42.57
GAUGING	CRANE BACK OPERATOR B	\$38.58	\$39.86	\$41.20	\$42.57
SENIOR DISPATCHER	SENIOR DISPATCHER	\$44.59	\$45.89	\$47.21	\$48.57
SHIFT DISPATCHER	SHIFT DISPATCHER	\$42.06	\$43.22	\$44.62	\$46.18
OUTSIDE OPERATOR	OUTSIDE OPERATOR	\$40.06	\$41.22	\$42.62	\$44.18
PINGER GAUGER ZONE 1	PINGER GAUGER ZONE 1	\$40.62	\$41.84	\$43.10	\$44.61
PINGER GAUGER ZONE 2	PINGER GAUGER ZONE 2	\$39.18	\$40.35	\$41.78	\$43.24
PLANTER GAUGER ZONE 3	PLANTER GAUGER ZONE 3	\$39.18	\$40.35	\$41.78	\$43.24
ASSISTANT PLANT GAUGER	ASSISTANT PLANT GAUGER	\$38.22	\$39.37	\$40.59	\$42.97
WATER TENDER (OVER 6 MOS)	WATER TENDER (OVER 6 MOS)	\$35.19	\$36.34	\$37.53	\$38.64
WATER TENDER (6-9 MOS)	WATER TENDER (6-9 MOS)	\$33.77	\$34.94	\$35.92	\$37.07
Maintenance					
LABORER 2 CUSTODIAN	LABORER 2 CUSTODIAN	\$24.17	\$24.99	\$25.63	\$26.39
Maintenance CLK (OVER 24 MOS)	Maintenance CLK (OVER 24 MOS)	\$16.91	\$18.64	\$19.19	\$20.53
Maintenance CLK (1-4 MOS)	Maintenance CLK (1-4 MOS)	\$16.49	\$17.71	\$18.71	\$20.66
Maintenance CLK (1-2 MOS)	Maintenance CLK (1-2 MOS)	\$16.10	\$17.18	\$18.30	\$19.64
Maintenance CLK (6-9 MOS)	Maintenance CLK (6-9 MOS)	\$15.62	\$16.69	\$17.79	\$19.11
Maintenance CLK (0-6 MOS)	Maintenance CLK (0-6 MOS)	\$15.19	\$16.25	\$17.34	\$18.65

CLASSIFICATION	2015	2016	2017	2018
<b>PROCESS DEPARTMENT</b>				
SUPER OPERATOR	\$42.21	\$43.48	\$44.78	\$46.35
#1 OPERATOR	\$41.00			\$45.02
#2 OPERATOR	\$36.78			\$43.46
OPER HLR TRNEE (OVR 12-24 MOS)				\$41.97
OPER HLR TRNEE (6-12 MOS)				\$40.13
OPER HLR (12-24 MOS)				\$38.46
OPER HLR (6-12 MOS)				\$36.76
HEAD UTILITY				\$45.93
TRAINING CL		\$50.27	\$51.78	\$53.39
<b>SHIPPING</b>				
TPIC - ANORCC	\$42.21	\$43.48	\$44.78	\$46.35
TPIC - AVON WLR	\$42.21	\$43.48	\$44.78	\$46.35
WHARF A OPERATOR	\$42.21	\$43.48	\$44.78	\$46.35
LPG A OPERATOR	\$41.00	\$42.23	\$43.50	\$45.02
WHARF HELPER	\$41.00	\$42.23	\$43.50	\$45.02
LPG B OPERATOR	\$39.58	\$40.77	\$41.99	\$43.46
LPG CLERK	\$39.58	\$40.77	\$41.99	\$43.46
TNK CAR OPERATOR B	\$39.58	\$40.77	\$41.99	\$43.46
LPG-HLR OPERATOR B	\$39.58	\$40.77	\$41.99	\$43.46
GAS RACK OPERATOR D	\$39.58	\$40.77	\$41.99	\$43.46
OPERATOR D (OVR 6 MOS)	\$36.95	\$38.06	\$39.20	\$40.57
OPERATOR D (0-6 MOS)	\$34.72	\$35.76	\$36.83	\$38.12
<b>GAUGING</b>				
SENIOR DISPATCHER	\$44.59	\$45.93	\$47.31	\$48.97
SHIFT DISPATCHER	\$42.06	\$43.32	\$44.62	\$46.18
OUTSIDE OPERATOR	\$42.06	\$43.32	\$44.62	\$46.18
PUMPER GAUGER ZONE 1	\$40.62	\$41.84	\$43.10	\$44.61
PUMPER GAUGER ZONE 2	\$39.96	\$41.16	\$42.39	\$43.87
PUMPER GAUGER ZONE 3	\$39.38	\$40.56	\$41.78	\$43.24
ASSISTANT PLANT GAUGER	\$38.22	\$39.37	\$40.55	\$41.97
WATER TENDER (OVR 6 MOS)	\$35.18	\$36.24	\$37.33	\$38.64
WATER TENDER (0-6 MOS)	\$33.77	\$34.78	\$35.82	\$37.07
<b>MAINTENANCE</b>				
LABORER 1 CUSTODIAN	\$24.17	\$24.90	\$25.65	\$26.53
MAINTENANCE CLK (OVR 24 MOS)	\$36.93	\$38.04	\$39.18	\$40.55
MAINTENANCE CLK (18-24 MOS)	\$36.49	\$37.58	\$38.71	\$40.06
MAINTENANCE CLK (12-18 MOS)	\$36.10	\$37.18	\$38.30	\$39.64
MAINTENANCE CLK (6-12 MOS)	\$35.62	\$36.69	\$37.79	\$39.11
MAINTENANCE CLK (0-6 MOS)	\$35.19	\$36.25	\$37.54	\$38.65
MATERIAL HANDLER (OVR 36 MOS)	\$39.38	\$40.77	\$41.99	\$43.46
MATERIAL HANDLER (24-36 MOS)	\$38.22	\$39.37	\$40.55	\$41.97
MATERIAL HANDLER (18-24 MOS)	\$37.20	\$38.32	\$39.47	\$40.85
MATERIAL HANDLER (12-18 MOS)	\$36.17	\$37.26	\$38.38	\$39.72
MATERIAL HANDLER (6-12 MOS)	\$35.18	\$36.24	\$37.33	\$38.64
MATERIAL HANDLER (0-6 MOS)	\$34.18	\$35.21	\$36.37	\$37.54
MAINTENANCE TRNEE (9-12 MOS)	\$36.14	\$37.22	\$38.34	\$39.68
MAINTENANCE TRNEE (6-9 MOS)	\$35.47	\$36.53	\$37.63	\$38.94
MAINTENANCE TRNEE (3-6 MOS)	\$34.39	\$35.42	\$36.48	\$37.76
MAINTENANCE TRNEE (0-3 MOS)	\$33.77	\$34.79	\$35.83	\$37.09
UTILITY YDMN (48-60 MOS)	\$39.34	\$36.40	\$37.49	\$38.80
UTILITY YDMN (36-48 MOS)	\$34.89	\$35.94	\$37.02	\$38.32
UTILITY YDMN (24-36 MOS)	\$34.39	\$35.42	\$36.48	\$37.76
UTILITY YDMN (12-24 MOS)	\$31.77	\$34.78	\$35.82	\$37.07
UTILITY YDMN (6-12 MOS)	\$31.13	\$34.12	\$35.14	\$36.17
UTILITY YDMN (0-6 MOS)	\$30.62	\$31.54	\$32.49	\$33.63

See Insert  
For Complete List

## STIPULATION

This Stipulation made and entered into the 1st day of February 1, 2015, by and between Tesoro Refining Company and the United Steelworkers International Union, and United Steelworkers International Union Local 5 parties to a certain Working Agreement dated January 8, 1984, covering certain employees at the Martinez Refinery.

### WITNESSETH:

- For the term of said Working Agreement, the wage rate of each regular permanent employee who, Subsequent to the date of this Stipulation, through no fault of his/her own, is demoted to a lower paid classification than the one to which he/she has been permanently assigned for a period of 120 consecutive calendar days or more, and remains in the lower classification through no fault of his/her own will be continued at the higher rate for the below stated eligibility period.

The rate retention eligibility period shall be 18 consecutive weeks following the demotion, except that for an employee with 15 or more years of plant seniority, it shall be 18 weeks plus an additional week for each completed year of plant seniority.

- In the application hereof, the parties intend that if an employee, while he/she is on rate retention, is promoted to his/her former, or an equal or higher classification, but subsequently, within less than 120 days following the promotion again demoted through no fault of his/her own, and remains in the lower classification through no fault of his/her own, then he/she will be entitled to the unused balance of the period of his/her previous rate retention eligibility.

In witness whereof the parties have executed this Stipulation.

Dated: February 1, 2015

UNITED STEELWORKERS  
INTERNATIONAL UNION

Ron Espinoza  
International Representative

UNITED STEELWORKERS  
INTERNATIONAL UNION, LOCAL 5

Jim Payne  
Secretary Treasurer

TESORO REFINING COMPANY  
MARTINEZ REFINERY

Thomas Lu  
Vice President, Refining

## STIPULATION

This Stipulation made and entered into this 1st day of February 2015 by and between Tesoro Refining Company (hereinafter called Company) and the United Steelworkers International Union, and United Steelworkers International Union, Local 5 (hereinafter called the Union), parties to a certain Working Agreement dated February 1, 2015, covering certain employees at the Martinez Refinery.

### WITNESSETH:

Stability of employment is the common aim of the Company and the Union and the employees. The Company agrees to work toward increasing job security through manpower planning, transfer of surplus manpower, early retirement, and such other means as may be practical under the circumstances existing at the time a problem occurs. The Union agrees to cooperate with the Company in the adoption of improved work methods, operating procedures and techniques.

If, during the term of said Working Agreement, the Company determines it is necessary, despite the joint efforts of the parties, to reduce forces by layoff of any employees in the bargaining unit because of lack of work (except where the employees to be laid off are seasonal, or where such layoff is occasioned by disaster, such as fires, floods, earthquakes, atomic attacks, and other reasons beyond Company control), the Company will notify the Union as far as practical in advance, but not less than ninety (90) days, of the impending layoff and the reasons for the layoff.

If, after full consideration of all factors involved, the Union is not satisfied with the necessity for the layoff, and if the parties are unable to arrive at a satisfactory alternate course of action, the Union may serve a written notice of its desire to terminate the Working Agreement and said Working Agreement will terminate at the expiration of sixty (60) days from the date of service of said notice or on the date of the layoff, whichever occurs last, unless the Union withdraws its notice prior thereto or unless the Company notifies the Union that the layoff will not be necessary. In no event may such notice of desire to terminate be served more than thirty (30) days after the date of the layoff.

In the event the Company plans to close the entire Martinez Refinery resulting in a permanent layoff or permanent transfer

of the employees in the bargaining unit, then the Company will notify the Union in writing as far in advance as practicable but not less than (6) months of the impending closure. The parties will meet within fifteen (15) days after such notice for the purpose of discussing the effect of such closure on bargaining unit employees and negotiating appropriate conditions and benefits for such employees. In the event the parties are unable to arrive at a satisfactory agreement, the Union may serve a sixty (60) day written notice of its desire to terminate the Working Agreement. Such notice may not be served more than one hundred twenty (120) days prior to the closure date. The parties will continue to negotiate during the sixty (60) day period in an attempt to resolve their differences prior to the termination of the Working Agreement and if such differences can not be resolved the Union may strike.

In witness whereof the parties have executed this Stipulation.

UNITED STEELWORKERS  
INTERNATIONAL UNION

Ron Espinoza  
International Representative

UNITED STEELWORKERS  
INTERNATIONAL UNION, LOCAL 5

Jim Payne  
Secretary Treasurer

TESORO REFINING COMPANY  
Thomas Lu  
February 1, 2015

Ron Espinoza  
UNITED STEELWORKERS  
INTERNATIONAL UNION  
P.O. Box 349  
Martinez, CA 94553

Jim Payne  
UNITED STEELWORKERS INTERNATIONAL UNION  
P.O. Box 349 Martinez, CA 94553

**Policy Continued by Tesoro Refining Company  
RELOCATION POLICY FOR HOURLY PERSONNEL**

The Relocation Policy for Hourly Employees includes the following items:

1. Reimbursement for interview expenses.
2. A one-time relocation allowances equal to one month's base salary (but not less than \$2,000.00).
3. Payment for the transportation of household goods to the new location plus reimbursement for (a) mileage (at .24¢ per mile) to drive the family autos) to the new location, (b) meals (at a maximum of \$50 per day for the family), and one night's lodging at a moderately-priced motel.
4. Reimbursement for one-time house hunting trip for the family for a maximum of five days. Expenses that will be covered include:
  - Transportation (air fare or mileage reimbursement at 24¢ per mile).
  - Meals to a maximum of \$50 per day for the family.
  - Lodging (reservations will be made by the local Relocation Coordinator).

Date: \_\_\_\_\_

United Steelworkers  
P.O. Box 268  
Martinez, CA 94553

Dear Sir,

This letter shall serve to confirm the understanding arrived at during the course of negotiating the 2015 Articles of Agreement between the Company and Union relative to various classifications.

It was agreed between the parties to delete all classifications that are currently not in use and/or unpopulated. If at some time in the future, there is a need to re-establish these classifications, the company and union will append this Article to read as such and reactivate the classifications as applicable.

Justin Lawrence  
Manager, Human Resources  
Martinez Refinery

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## Notes

## Notes

## Notes

**TESORO REFINING COMPANY**  
**MARTINEZ REFINERY**  
**Operations Groupings of Units**

Reformer Complex & 3 HDS	Alky/LHP Complex	FCC Complex	Crude Complex & Cracking Pumper	50 Unit	Hydrocracker	HDS Complex	Coker Complex	API Waste Water	Utilities	Gauging	Shipping
#3 HDS #3 Reformer #2 Reformer RFS BSU	Alky LHP	FCC #4 Gas #7 Boiler	#1 Feed Prep #2 Feed Prep/FWS #3 Crude Cracking Pumper	50 Unit Tract 2	Hydrocracker	#1 HDA #1 HDS #2 HDS #4 HDS	Coker #5 Gas	API Waste Water	#6 Boiler #2 Water Treat #3 Water Treat	Gauging	Shipping
1	1	1	1	1	1	1	1	1	1		
2	2	2	2	2	2	2	2		2		
Trainee											

**TESORO REFINING COMPANY**  
**MARTINEZ REFINERY**

**Operations “Push-up” Promotional Chart**

3 HDS	Reformer Complex	Alky/LHP Complex	FCC Complex	Crude Complex	Cracking Pumper	50 Unit	Hydrocracker	HDS Complex	Coker Complex	API	Waste Water Treatment Plant	6 Boiler House	2 Water Treat Plant	Gauging
3HDS	#3 Reformer #2 Reformer RFS BSU	Alky LHP	FCC #4 Gas #7 Boiler	#1 Feed Prep #2 Feed Prep FWS #3 Crude	Cracking Pumper	50 Unit Tract 2	Hydrocracker	#1 HDA #1 HDS #2 HDS #4 HDS	Coker #5 Gas	API	Waste Water Treatment Plant	6 Boiler #3 Water Treat	2 Water Treat Plant	Gauging
1	1	1	1	1	1	1	1	1	1	1	1	1	1	
2	2	2	2	2		2	2	2	2			2	2	
Operator Helper Trainee - OHT														

WAGE RATES				PROCESS DEPARTMENT												MAINTENANCE DEPARTMENT		SHIPPING DEPARTMENT																		
410213	W20216	S10217	S10218	3 HOB UNIT		REFINERIE COMPLEX UNIT		ALKYL/OLIP COMPLEX UNIT		FCC COMPLEX UNIT		SD UNIT		CHARGING AREA		CRUDE COMPLEX UNIT		HYDRO-CRACKER UNIT		SIS COMPLEX UNIT		COPRA COMPLEX UNIT		API UNIT		WASTE WATER UNIT		UTILITIES UNIT		GAUGING UNIT		TRAINING UNIT		CRAFT UNIT <sup>1</sup>	MATERIAL HANDLER	TRACT 3 AND GRANARY UNIT
				3 HOB UNIT	3 HOB UNIT	3 HOB UNIT	3 HOB UNIT	3 HOB UNIT	3 HOB UNIT	3 HOB UNIT	3 HOB UNIT	3 HOB UNIT	3 HOB UNIT	3 HOB UNIT	3 HOB UNIT	3 HOB UNIT	3 HOB UNIT	3 HOB UNIT	3 HOB UNIT	3 HOB UNIT	3 HOB UNIT	3 HOB UNIT	3 HOB UNIT	3 HOB UNIT	3 HOB UNIT	3 HOB UNIT	3 HOB UNIT	3 HOB UNIT	3 HOB UNIT							
\$ 48.81	\$ 50.27	\$ 61.26	\$ 53.93																																	
\$ 45.75	\$ 47.12	\$ 48.83	\$ 50.23																																	
\$ 44.59	\$ 45.93	\$ 47.31	\$ 45.87																																	
\$ 43.29	\$ 44.64	\$ 45.93	\$ 47.34																																	
\$ 42.21	\$ 43.48	\$ 44.78	\$ 45.95																																	
\$ 42.05	\$ 43.32	\$ 44.62	\$ 45.93																																	
\$ 42.00	\$ 43.32	\$ 44.62	\$ 45.93																																	
\$ 42.11	\$ 44.40	\$ 45.75	\$ 47.33																																	
\$ 41.60	\$ 42.23	\$ 43.60	\$ 45.93																																	
\$ 40.92	\$ 41.84	\$ 43.10	\$ 44.81																																	
\$ 39.95	\$ 41.16	\$ 42.50	\$ 43.67																																	
\$ 39.68	\$ 40.77	\$ 41.60	\$ 43.46																																	
\$ 39.39	\$ 40.50	\$ 41.70	\$ 43.24																																	
OPERATOR/HELPER TRAINEE - OVER 36 MONTHS																																				
\$ 36.22	\$ 37.37	\$ 39.55	\$ 41.87																																	
\$ 36.05	\$ 38.08	\$ 39.20	\$ 40.57																																	
\$ 35.64	\$ 37.04	\$ 38.77	\$ 40.13																																	
\$ 35.41	\$ 36.24	\$ 37.33	\$ 38.64																																	
\$ 35.05	\$ 36.08	\$ 37.15	\$ 38.68																																	
\$ 33.48	\$ 34.81	\$ 35.62	\$ 36.76																																	
\$ 33.34	\$ 34.40	\$ 37.40	\$ 38.80																																	
\$ 34.17	\$ 34.90	\$ 35.85	\$ 36.55																																	
OPERATOR/HELPER TRAINEE - 3-36 MONTHS																																				
OPERATOR/HELPER TRAINEE - 1-36 MONTHS																																				
OPERATOR/HELPER TRAINEE - 0-12 MONTHS																																				
\$ 33.48	\$ 34.81	\$ 35.62	\$ 36.76																																	
\$ 33.34	\$ 34.40	\$ 37.40	\$ 38.80																																	
\$ 34.17	\$ 34.90	\$ 35.85	\$ 36.55																																	
ASSISTANT PLANT GAUGER																																				
WATER TENDER																																				
UTILITY YARDMAN																																				
LABORER 2 CUSTODIAN																																				

<sup>1</sup>EACH CRAFT SHALL BE CONSIDERED AS A SEPARATE UNIT FOR SENIORITY PURPOSES, EXCEPT FOR MAINTENANCE TRADES WHOSE UNIT FOR SENIORITY PURPOSES SHALL BE THE COMBINED CRAFT GROUP, AS INDICATED ON EXHIBIT 17, TO WHICH THEY ARE ASSIGNED.

## EXHIBIT A - PART II

FEBRUARY 1, 2015

WAGE RATES				ENGINEERING DEPARTMENT		QUALITY ASSURANCE LABORATORY		MISCELLANEOUS DEPARTMENT				
4/1/2015	2/1/2016	2/1/2017	2/1/2018	DRAFTING UNIT	ENGINEERING FILES UNIT	ANALYST UNIT	MISC. UNIT	METAL INSPECTION UNIT	HEALTH & SAFETY UNIT	CUSTODIAN UNIT	CLERICAL UNIT	ENVIRONMENTAL
\$ 48.81	\$ 50.27	\$ 51.78	\$ 53.59						PSA REP.			
\$ 48.10	\$ 49.54	\$ 51.03	\$ 52.82					INSPECTOR LVL III				
\$ 46.89	\$ 48.30	\$ 49.75	\$ 51.49	DESIGNER								
\$ 44.91	\$ 46.26	\$ 47.65	\$ 49.32						H&S INSPECTOR			
\$ 44.76	\$ 46.10	\$ 47.48	\$ 49.14					INSPECTOR LVL II				
\$ 42.56	\$ 43.84	\$ 45.16	\$ 46.74			LAB ANALYST						
\$ 39.58	\$ 40.77	\$ 41.99	\$ 43.46					INSPECTOR LVL I				
\$ 39.50	\$ 40.69	\$ 41.91	\$ 43.38						FIRE MARSHALL			
\$ 37.45	\$ 38.57	\$ 39.73	\$ 41.12					INSPECTOR TRNEE				
\$ 36.13	\$ 37.21	\$ 38.33	\$ 39.57								AIR QUAL FIELD TECH II	
\$ 35.16	\$ 36.21	\$ 37.30	\$ 38.61								MATERIAL REQ. CLERK	
\$ 34.61	\$ 35.65	\$ 36.72	\$ 38.00									AIR QUAL FIELD TECH I
\$ 34.43	\$ 35.46	\$ 36.52	\$ 37.80				SAMPLE CONT. MAN					
\$ 34.14	\$ 35.16	\$ 36.21	\$ 37.48		REPRODUCTION FILE CLERK							

CLASSIFICATION	2015	2016	2017	2018
PUSH UP RATE	\$35.62	\$36.69	\$37.79	\$39.11
HEAD MECHANIC SPECIALIST	\$45.75	\$47.12	\$48.53	\$50.23
SPECIALIST	\$42.21	\$43.48	\$44.78	\$46.35
HEAD MECHANIC	\$43.11	\$44.40	\$45.73	\$47.33
MECHANIC 1 <sup>ST</sup> CLASS	\$39.58	\$40.77	\$41.99	\$43.46
INSTRUMENT ANALYZER MECHANIC	\$41.00	\$42.23	\$43.50	\$45.02
INSTRUMENT ANALYZER MECHANIC SPECIALIST	\$43.49	\$44.79	\$46.13	\$47.74
<b>TECHNICAL SERVICES</b>				
DESIGNER (OVR 48 MOS)	\$46.89	\$48.30	\$49.75	\$51.49
DESIGNER (42-48 MOS)	\$42.97	\$44.26	\$45.59	\$47.19
DESIGNER (36-42 MOS)	\$42.47	\$43.74	\$45.05	\$46.63
DESIGNER (30-36 MOS)	\$41.98	\$43.24	\$44.54	\$46.10
DESIGNER (24-30 MOS)	\$41.49	\$42.73	\$44.01	\$45.55
DESIGNER (18-24 MOS)	\$41.02	\$42.25	\$43.52	\$45.04
DESIGNER (12-18 MOS)	\$40.51	\$41.73	\$42.98	\$44.48
DESIGNER (6-12 MOS)	\$40.02	\$41.22	\$42.46	\$43.95
DESIGNER (0-6 MOS)	\$39.53	\$40.72	\$41.94	\$43.41
INSPECTOR III - LEVEL 3 PREM(5 YRS)	\$49.33	\$50.81	\$52.33	\$54.16
SENIOR INSPECTOR	\$48.10	\$49.54	\$51.03	\$52.82
INSPECTOR III - LEVEL 3	\$48.10	\$49.54	\$51.03	\$52.82
INSPECTOR III - LEVEL 2	\$46.28	\$47.67	\$49.10	\$50.82
INSPECTOR III - LEVEL 1	\$44.76	\$46.10	\$47.48	\$49.14
INSPECTOR II - LEVEL 3	\$44.76	\$46.10	\$47.48	\$49.14
INSPECTOR II - LEVEL 2	\$42.94	\$44.23	\$45.56	\$47.15
INSPECTOR II - LEVEL 1	\$41.10	\$42.33	\$43.60	\$45.13
INSPECTOR - I	\$39.58	\$40.77	\$41.99	\$43.46
INSPECTOR - TRNEE	\$37.45	\$38.57	\$39.73	\$41.12
REPRO FILE CLERK (OVR 36 MOS)	\$34.14	\$35.16	\$36.21	\$37.48
REPRO FILE CLERK (30-36 MOS)	\$33.44	\$34.44	\$35.47	\$36.71
REPRO FILE CLERK (24-30 MOS)	\$32.74	\$33.72	\$34.73	\$35.95
REPRO FILE CLERK (18-24 MOS)	\$32.16	\$33.12	\$34.11	\$35.30
REPRO FILE CLERK (12-18 MOS)	\$31.67	\$32.62	\$33.60	\$34.78
REPRO FILE CLERK (6-12 MOS)	\$31.25	\$32.19	\$33.16	\$34.32
REPRO FILE CLERK (0-6 MOS)	\$30.83	\$31.75	\$32.70	\$33.84
MATERIAL REQ CLK (OVR 36 MOS)	\$35.16	\$36.21	\$37.30	\$38.61
MATERIAL REQ CLK (30-36 MOS)	\$34.77	\$35.81	\$36.88	\$38.17
MATERIAL REQ CLK (24-30 MOS)	\$34.28	\$35.31	\$36.37	\$37.64
MATERIAL REQ CLK (18-24 MOS)	\$33.64	\$34.65	\$35.69	\$36.94
MATERIAL REQ CLK (12-18 MOS)	\$33.18	\$34.18	\$35.21	\$36.44
MATERIAL REQ CLK (6-12 MOS)	\$32.70	\$33.68	\$34.69	\$35.90
MATERIAL REQ CLK (0-6 MOS)	\$32.26	\$33.23	\$34.23	\$35.43
<b>LABORATORY</b>				
LAB ANALYST STEP 3	\$42.56	\$43.84	\$45.16	\$46.74
LAB ANALYST STEP 2	\$41.94	\$43.20	\$44.50	\$46.06
LAB ANALYST STEP 1C	\$40.01	\$41.21	\$42.45	\$43.94
LAB ANALYST STEP 1B	\$39.14	\$40.31	\$41.52	\$42.97
LAB ANALYST STEP 1A	\$37.45	\$38.57	\$39.73	\$41.12
CONTAINER SAMPLER	\$34.43	\$35.46	\$36.52	\$37.80
<b>HEALTH &amp; SAFETY</b>				
H&S REPRESENTATIVE	\$48.81	\$50.27	\$51.78	\$53.59
H & S INSPECTOR (OVR 18 MOS)	\$44.91	\$46.26	\$47.65	\$49.32
H & S INSPECTOR (12-18 MOS)	\$42.46	\$43.73	\$45.04	\$46.62
H & S INSPECTOR (6-12 MOS)	\$40.05	\$41.25	\$42.49	\$43.98
H & S INSPECTOR (0-6 MOS)	\$37.60	\$38.73	\$39.89	\$41.29
FIRE MARSHAL (OVR 18 MOS)	\$39.50	\$40.69	\$41.91	\$43.38
FIRE MARSHAL (12-18 MOS)	\$37.73	\$38.86	\$40.03	\$41.43
FIRE MARSHAL (6-12 MOS)	\$35.98	\$37.06	\$38.17	\$39.51
FIRE MARSHAL (0-6 MOS)	\$34.18	\$35.21	\$36.27	\$37.54
PSR REPRESENTATIVE ENVIRONMENTAL	\$48.81	\$50.27	\$51.78	\$53.59
AIR QUALITY FIELD TECH 2	\$36.13	\$37.21	\$38.33	\$39.67
AIR QUALITY FIELD TECH 1	\$34.61	\$35.65	\$36.72	\$38.00

CLASSIFICATION	2015	2016	2017	2018
<b>PROCESS DEPARTMENT</b>				
SUPER OPERATOR	\$42.21	\$43.48	\$44.78	\$46.35
#1 OPERATOR	\$41.00	\$42.23	\$43.50	\$45.02
#2 OPERATOR	\$39.58	\$40.77	\$41.99	\$43.46
OPER HLPR TRNEE (OVR 36 MOS)	\$38.22	\$39.37	\$40.55	\$41.97
OPER HLPR TRNEE (24-36 MOS)	\$36.54	\$37.64	\$38.77	\$40.13
OPER HLPR TRNEE (12-24 MOS)	\$35.03	\$36.08	\$37.16	\$38.46
OPER HLPR TRNEE (0-12 MOS)	\$33.49	\$34.49	\$35.52	\$36.76
HEAD UTILITY OPER	\$43.29	\$44.59	\$45.93	\$47.54
TRAINING COORDINATOR	\$48.81	\$50.27	\$51.78	\$53.59
<b>SHIPPING</b>				
TPIC - AMORCO WHARF	\$42.21	\$43.48	\$44.78	\$46.35
TPIC - AVON WHARF	\$42.21	\$43.48	\$44.78	\$46.35
WHARF A OPERATOR	\$42.21	\$43.48	\$44.78	\$46.35
LPG A OPERATOR	\$41.00	\$42.23	\$43.50	\$45.02
WHARF HELPER	\$41.00	\$42.23	\$43.50	\$45.02
LPG B OPERATOR	\$39.58	\$40.77	\$41.99	\$43.46
LPG CLERK	\$39.58	\$40.77	\$41.99	\$43.46
TNK CAR OPERATOR B	\$39.58	\$40.77	\$41.99	\$43.46
LPG-HLPR OPERATOR B	\$39.58	\$40.77	\$41.99	\$43.46
GAS RACK OPERATOR B	\$39.58	\$40.77	\$41.99	\$43.46
OPERATOR D (OVR 6 MOS)	\$36.95	\$38.06	\$39.20	\$40.57
OPERATOR D (0-6 MOS)	\$34.72	\$35.76	\$36.83	\$38.12
<b>GAUGING</b>				
SENIOR DISPATCHER	\$44.59	\$45.93	\$47.31	\$48.97
SHIFT DISPATCHER	\$42.06	\$43.32	\$44.62	\$46.18
OUTSIDE OPERATOR	\$42.06	\$43.32	\$44.62	\$46.18
PUMPER GAUGER ZONE 1	\$40.62	\$41.84	\$43.10	\$44.61
PUMPER GAUGER ZONE 2	\$39.96	\$41.16	\$42.39	\$43.87
PUMPER GAUGER ZONE 3	\$39.38	\$40.56	\$41.78	\$43.24
ASSISTANT PLANT GAUGER	\$38.22	\$39.37	\$40.55	\$41.97
WATER TENDER (OVR 6 MOS)	\$35.18	\$36.24	\$37.33	\$38.64
WATER TENDER (0-6 MOS)	\$33.77	\$34.78	\$35.82	\$37.07
<b>MAINTENANCE</b>				
LABORER 2 CUSTODIAN	\$24.17	\$24.90	\$25.65	\$26.55
MAINTENANCE CLK (OVR 24 MOS)	\$36.93	\$38.04	\$39.18	\$40.55
MAINTENANCE CLK (18-24 MOS)	\$36.49	\$37.58	\$38.71	\$40.06
MAINTENANCE CLK (12-18 MOS)	\$36.10	\$37.18	\$38.30	\$39.64
MAINTENANCE CLK (6-12 MOS)	\$35.62	\$36.69	\$37.79	\$39.11
MAINTENANCE CLK (0-6 MOS)	\$35.19	\$36.25	\$37.34	\$38.65
MATERIAL HANDLER (OVR 36 MOS)	\$39.58	\$40.77	\$41.99	\$43.46
MATERIAL HANDLER (24-36 MOS)	\$38.22	\$39.37	\$40.55	\$41.97
MATERIAL HANDLER (18-24 MOS)	\$37.20	\$38.32	\$39.47	\$40.85
MATERIAL HANDLER (12-18 MOS)	\$36.17	\$37.26	\$38.38	\$39.72
MATERIAL HANDLER (6-12 MOS)	\$35.18	\$36.24	\$37.33	\$38.64
MATERIAL HANDLER (0-6 MOS)	\$34.18	\$35.21	\$36.27	\$37.54
MAINTENANCE TRNEE (9-12 MOS)	\$36.14	\$37.22	\$38.34	\$39.68
MAINTENANCE TRNEE (6-9 MOS)	\$35.47	\$36.53	\$37.63	\$38.94
MAINTENANCE TRNEE (3-6 MOS)	\$34.39	\$35.42	\$36.48	\$37.76
MAINTENANCE TRNEE (0-3 MOS)	\$33.77	\$34.79	\$35.83	\$37.09
UTILITY YDMN (48-60 MOS)	\$35.34	\$36.40	\$37.49	\$38.80
UTILITY YDMN (36-48 MOS)	\$34.89	\$35.94	\$37.02	\$38.32
UTILITY YDMN (24-36 MOS)	\$34.39	\$35.42	\$36.48	\$37.76
UTILITY YDMN (12-24 MOS)	\$33.77	\$34.78	\$35.82	\$37.07
UTILITY YDMN (6-12 MOS)	\$33.13	\$34.12	\$35.14	\$36.37
UTILITY YDMN (0-6 MOS)	\$30.62	\$31.54	\$32.49	\$33.63